

EXHIBIT 2

Fant v. City of Ferguson

NOTICE OF PENDING CLASS ACTION

**READ THIS NOTICE FULLY AND CAREFULLY
THE LAWSUIT MAY AFFECT YOUR RIGHTS!**

IF YOU WERE JAILED BY THE CITY OF FERGUSON BETWEEN FEBRUARY 8, 2010 AND SEPTEMBER 30, 2017, A PENDING CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS

The United States District Court for the Eastern District of Missouri has authorized this Notice; it is not a solicitation from a lawyer.

This Notice concerns a class action lawsuit that may affect your rights. The lawsuit alleges that the City of Ferguson violated the United States Constitution through its jailing and debt collection arising from cases in the Ferguson Municipal Court. The lawsuit is pending in federal court in St. Louis, Missouri (“the Court”). The Court has defined several classes of people who may be entitled to money or benefits if the Plaintiffs win the lawsuit.

The purpose of this Notice is to inform you about how this lawsuit may affect your rights and what steps you may take. This Notice summarizes this lawsuit. It also describes who is included in the classes, the effect of being a class member, and how to remove yourself from a class. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in the lawsuit.

Your legal rights and options in this lawsuit are summarized below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome and potentially benefit. Give up the right to sue separately.</p> <p>If you do nothing, you keep the possibility of getting money or benefits that may come from a trial or settlement of the lawsuit. But you give up any rights to sue the City of Ferguson separately on certain claims made in this lawsuit relating to alleged unlawful jailing for failure to pay fines, fees, costs, bonds, or surcharges between February 8, 2010 and September 30, 2017.</p>
ASK TO BE EXCLUDED FROM ONE OR MORE CLASSES	<p>Remove yourself from one or more classes. Get no benefits awarded to those classes. Keep the right to sue separately.</p> <p>If you ask to be excluded from one or more classes then you will not share in any money or benefits that are later awarded to those classes. But you keep any rights to sue the City of Ferguson separately on the same legal claims alleged by that class.</p>

These rights and options – ***and the deadlines to exercise them*** – are explained in this Notice. To ask to be excluded or object, you must act before **[INSERT 45 days after delivery of class notice]**.

A trial is scheduled for June 12, 2023. If you belong to one or more classes that obtain money or benefits from the City of Ferguson (either through trial or settlement of the lawsuit), and if you do not exclude yourself from those classes by the deadline above, then you will be notified about your right to receive a share of the money or benefits awarded to those classes.

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BASIC INFORMATION

1. Why did I receive this Notice of this Lawsuit?

You received this Notice because records indicate that you may have been jailed by the City of Ferguson for reasons that may include nonpayment of fines, fees, costs, bonds, or surcharges arising from cases in the Ferguson Municipal Court, between February 8, 2010 and September 30, 2017. This Notice explains that the Court has certified a class action lawsuit (“Lawsuit”) that may affect you. You have legal rights that you may exercise before the Court holds a trial. The trial, which is currently scheduled for June 12, 2023, is to decide whether the claims being made against the City of Ferguson on your behalf are correct and whether the City of Ferguson have violated the Constitution. Judge Audrey G. Fleissig of the United States District Court for the Eastern District of Missouri is overseeing this Lawsuit. The Lawsuit is known as *Fant v. City of Ferguson*, Civil Action No. 4:15-CV-00253-AGF.

2. What is this Lawsuit about?

This Lawsuit alleges that the City of Ferguson violated the United States Constitution through its policies and practices of jailing individuals in inhumane conditions when these individuals could not pay bonds or other fines or fees, without inquiring into their ability to pay or considering alternatives to detention, without a neutral determination of probable cause to justify their continued confinement (in the case of warrantless arrests) or a first appearance before a judge (in the case of arrests on warrants), and without affording them counsel in its incarcerations and demands for payment arising from cases in the Ferguson Municipal Court. This Lawsuit seeks damages for each alleged violation as well as costs and attorneys’ fees. The City of Ferguson denies all claims alleged in this Lawsuit.

No determination of the merits has been made at this time, and there is no money available now or guarantee that money will become available. Lawyers must prove the claims against the City of Ferguson at a trial set to start on June 12, 2023. The trial is to decide whether the claims being made against the City of Ferguson, on behalf of the Classes, entitle Class members to compensation from the City. There is no guarantee that a jury will find that the claims are correct or that there will be any compensation for the Classes. If money or benefits are obtained from the City of Ferguson, you will be notified about how to ask for a share. However, your legal rights may be affected, and you have options that you may exercise before the Court holds a trial. To ask to be excluded from one or both Classes, you must act by [INSERT].

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Keilee Fant, Roelif Carter, Allison Nelson, Herbert Nelson, Jr., Alfred Morris, Shameika Morris, Anthony Kimble, Donyale Thomas, and Ronnie Tucker) sue on behalf of themselves and other people who have similar claims. The people together are a “Class,” and each person in a Class is a “Class Member.” The plaintiffs who sued—and all the Class Members like them—are the “Plaintiffs.” In this case, the Plaintiffs are suing the City of Ferguson. Rather than each Class Member suing on their own, they all sue together, and one court resolves the issues for everyone in the Class in a single lawsuit. Before the lawsuit is resolved, the members of each Class get a chance to exclude themselves from the Class. Those who exclude themselves from a Class are no longer part of the lawsuit. They cannot benefit from the lawsuit, and they keep the right to sue the City separately on the claims brought by the Class. Those who remain in a Class (those who do not exclude themselves from it) remain eligible to share in any money or benefits obtained for the Class, and they lose the right to sue the City separately on the claims brought by the Class.

4. Why is this Lawsuit a class action?

The Court decided that this Lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal district courts. Specifically, the Court found, in part, that:

- There are thousands of people who may have a claim for being jailed by the City of Ferguson for non-payment of fines, fees, costs, bonds, or surcharges arising from cases in the Ferguson Municipal Court, between February 8, 2010 and September 30, 2017, and were not provided an opportunity to prove indigence prior to jailing;
- There are legal questions and facts that are common to each of them;
- The Class Representatives—Keilee Fant, Roelif Carter, Allison Nelson, Herbert Nelson, Jr., Alfred Morris, Shameika Morris, Anthony Kimble, Donyale Thomas, and Ronnie Tucker—have claims which are typical of the claims of the Class members;
- The Class Representatives and the lawyers representing the Classes will fairly and adequately represent the Classes' interests;
- The common legal questions and facts predominate over questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this Lawsuit to be a class action is in the Court's Memorandum and Order certifying the classes, which is available at [\[WEBSITE\]](#).

THE CLAIMS IN THE LAWSUIT

5. What does this Lawsuit complain about?

In this Lawsuit, the Plaintiffs claim that the City of Ferguson's jailing and debt-collection practices violated the United States Constitution. The Plaintiffs allege seven claims (also called "Counts") against the City:

- Count One: The City jailed people for nonpayment of a monetary sum without an inquiry into their ability to pay or consideration of alternatives to imprisonment.
- Count Two: The City jailed people based on prosecutions and debt-collection proceedings during which the Plaintiffs neither had nor knowingly, intelligently, and voluntarily waived counsel.
- Count Three: The City jailed people indefinitely until a satisfactory payment could be negotiated with jail staff or until jail staff simply decided to release them for free.
- Count Four: The City exposed inmates to deplorable jail conditions that violated due process and constituted impermissible punishment.
- Count Five: The City used jail and threats of jail to collect municipal debts, thereby imposing restrictions on government debtors that are unduly harsh and punitive compared to those imposed on people who owe money to private creditors.
- Count Six: The City sought and executed arrest warrants for nonpayment of municipal debt without any inquiry into the person's ability to pay and without any finding of probable cause that the person had committed the elements of any jailable offense.

- Count Seven: The City jailed people without a warrant on minor municipal violations without bringing them before a judge for a neutral determination of probable cause.

For more details, you can read the Plaintiffs' full First Amended Class Action Complaint at [\[WEBSITE\]](#).

6. How does the City of Ferguson answer?

The City of Ferguson denies all claims alleged in this Lawsuit. The City of Ferguson's Answer to the Amended Complaint is also at [\[WEBSITE\]](#).

7. Has the Court decided who is right?

The Court hasn't decided whether the City of Ferguson or the Plaintiffs are correct. By establishing the Classes and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial starting June 12, 2023, unless the case is settled or otherwise resolved before then. The trial is discussed below.

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for Class Members to be paid compensation for the constitutional harms they allege, including money for the time they spent in jail as a result.

9. Is there any money available now?

At this time, no money or benefits are available because the Court has not yet decided whether the City of Ferguson did anything wrong and because the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained for any of the Classes. If they are, Class Members will be notified about how to ask for a share. If a settlement is reached prior to trial, a new notice will be provided to you regarding your rights in light of the settlement.

WHO IS IN THE CLASSES? (AM I AFFECTED BY THIS LAWSUIT?)

10. Am I part of one of the Classes?

The Court has certified the following five Classes. You received this notice because the City of Ferguson's records indicate that you were jailed by the City of Ferguson between February 8, 2010 and September 30, 2017 for nonpayment of fines, fees, costs, bonds, or surcharges, and you may therefore be a member of one or more of the Classes. You are a member of a Class if you fit within its definition. Note that you may be a member of more than one of these Classes.

The names of each of the Classes reflect the names given to them in the Lawsuit. Please look at the descriptions of each Class to assess whether you believe you are a member of any or all of the Classes. The Class definitions are:

1. Bearden Class: All persons who have, at any time from February 8, 2010 through September 30, 2017, been kept in jail by the City of Ferguson for failing to pay a fine, fee, bond, surcharge, or cost, without an inquiry into their ability to pay (Count One).
2. Modified Gerstein Class (a subclass of the Bearden Class): All persons who have, at any time from February 8, 2010 through September 30, 2017, been held in jail by the City of Ferguson after a warrantless arrest with no finding of probable cause by a neutral magistrate for their arrest and continued detention (Count Seven).

3. Warrant Class (a subclass of the *Bearden* Class): All persons who have, at any time from February 8, 2020 through September 30, 2017, been held in jail by the City of Ferguson after being arrested on a warrant issued by the City (Count Three).
4. Post-Judgment Class (a subclass of the *Bearden* Class): All persons who have, at any time from February 8, 2010 through September 30, 2017, been jailed by the City of Ferguson because of their nonpayment in connection with a prior judgment (Counts Two, Five, and Six).
5. Jail-Conditions Class: All persons who, at any time from February 8, 2010 through September 30, 2017, were held in the City of Ferguson jail (Count Four).

The *Bearden* Class and all of the *Bearden* subclasses (Classes 1-4 in the above list) are collectively called the “*Bearden* Classes” throughout the remainder of this Notice. The “Counts” listed in parentheses after each Class definition are the claims brought by that Class (which are further detailed in Question 5 above).

More information about the definitions of each of these Classes can be found in the Court’s Memorandum and Order certifying the classes, which is available at **[WEBSITE]**.

11. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get free help at **[WEBSITE]**, or by calling or writing to the lawyers in this case at the phone number or address provided under question 25 below.

YOUR RIGHTS AND OPTIONS

You need to decide now whether to stay in one or more Classes the Lawsuit or ask to be excluded before the trial. If you stay in a Class the Lawsuit, you will be bound by the resolution of that any Class’s claims in this Lawsuit of any Class of which you are a member—that is, you will not be able to sue the City of Ferguson separately on those claims to try to get a different result.

12. What options do I have with respect to this Lawsuit right now?

If you believe you are a member of one of the five classes defined above (in question 10), you have two options:

- (1) Do nothing and preserve the possibility of getting money or benefits that may come from a trial or settlement of this Lawsuit, but give up any right to sue the City of Ferguson separately on the legal claims brought in this Lawsuit; or
- (2) Exclude yourself from the Bearden Classes, the Jail-Conditions Class, or both Lawsuit. You would then receive no compensation or other benefits that come from a trial or settlement in this Lawsuit for claims brought by the Class or Classes from which you have excluded yourself of which you may be a member. But you would retain the right to sue the City of Ferguson separately on those claims.

These options are described below. In addition, you may enter an appearance in this Lawsuit by hiring your own counsel.

13. What are the critical deadlines?

The deadline for sending a letter to exclude yourself from ~~one or more of the Classes~~the Lawsuit is **[INSERT 45 days after delivery of Class Notice]**.

14. What happens if I do nothing at all?

You don't have to do anything now if you want to retain the possibility of getting money or benefits from this Lawsuit. By doing nothing, you are staying in any Classes that include you, and—regardless of whether the Plaintiffs win or lose at trial—you will give up the right to sue separately on the claims brought by those Classes in this Lawsuit. That is, you will not be able to sue or continue to sue the City of Ferguson on those claims as part of any other lawsuit.

If you remain in ~~one or more Classes~~the Lawsuit and the Plaintiffs obtain money or benefits for ~~these~~the Classes, as a result of trial or settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement).

15. Why would I ask to be excluded?

If you have already brought your own lawsuit against the City of Ferguson on the claims in this Lawsuit and want to continue with your own lawsuit, you need to ask to be excluded from the ~~Classes~~Lawsuit. If you want to keep any right you may have to separately sue the City of Ferguson on the claims alleged in this lawsuit in the future, then you must also exclude yourself, or “opt out.”

If you exclude yourself from ~~one or more Classes~~the Lawsuit—that is, opt out—you won't get any money or benefits from this Lawsuit that results from claims alleged by ~~the~~any Class ~~you exclude yourself from~~of which you are a member, even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between the City of Ferguson and the Plaintiffs. However, you may then be able to sue or continue to sue the City of Ferguson separately on such claims. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you exclude yourself from this Lawsuit and later bring your own lawsuit against the City of Ferguson and you want to be represented by a lawyer, you will have to obtain your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so that you can start or continue your own lawsuit against the City of Ferguson, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

16. What happens if I opt out of ~~one or more Classes~~the Lawsuit?

If you opt out of ~~a~~Class~~the~~ Lawsuit, you will preserve any right you have to sue the City of Ferguson in a separate lawsuit on the claims brought by ~~that~~the Classes. (See question 10 above for a list of which claims are brought by each Class.) However, if you opt out of ~~the Lawsuit~~Class, you will not be entitled to receive any money or benefits that might be obtained for ~~that~~any Class in this Lawsuit.

17. If I exclude myself, can I obtain a payment from this Lawsuit?

No. If you exclude yourself from ~~the Lawsuit~~Class, you will not be entitled to any compensation or other individual relief, if any, that results from the claims in this Lawsuit brought by ~~that~~any Class.

18. How do I ask the Court to exclude me from the Lawsuit~~one or more Classes~~?

If you wish to be excluded from the Lawsuit~~one or more Classes~~, you **must** send an ‘Exclusion Request’ in the form of a letter sent by mail, stating that you want to be excluded from the Lawsuit a Class in *Fant v. City of Ferguson*. Your letter can simply say: “I hereby elect to be excluded from the Lawsuit~~insert here the names of the Class or Classes from which you seek to be excluded~~ in the *Fant v. City of Ferguson* class action.”

Be sure to include your name and address and sign the letter. Your Exclusion Request must be postmarked by **[DATE]**, and sent to: **[ADMINISTRATOR]**. You may also obtain an Exclusion Request form at **[WEBSITE]**.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court decided that John Waldron, Maureen Hanlon and Blake Strode of ArchCity Defenders, Inc.; Angela Daker, J. Frank Hogue, and Hafsa S. Mansoor of White & Case LLP; Marco Lopez and Ryan Downer of Civil Rights Corps; and Brendan Roediger of SLU Law Clinic are qualified to represent you and all Class Members. Together, these attorneys are called “Class Counsel.” They are experienced in handling class actions and similar cases against other municipalities. More information about these law firms, their practices, and their lawyers’ experience is available at www.archcitydefenders.org, www.whitecase.com, www.civilrightscorps.org, and www.slu.edu/law/faculty/brendan-roediger.php.

20. Do I have to pay these lawyers?

No. If Class Counsel get money or benefits for the Classes, they may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. If the Court grants Class Counsel’s request, the fees and expenses would be either deducted from any money obtained for the Classes or paid separately by the City of Ferguson.

21. Should I get my own lawyer?

You do not need to hire your own lawyer for this Lawsuit, because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE TRIAL

22. How and when will the Court decide who is right?

Unless the case is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs’ claims at a trial. The trial is set to start on June 12, 2023 in the United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO 63102. During the trial, a Jury or the Judge will hear all the evidence to help them reach a decision about whether the Plaintiffs or the City of Ferguson are right about the claims in this Lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Classes.

23. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and Counsel for the City of Ferguson will present the defenses. You or your own lawyer are welcome to come at your own expense.

24. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. **We do not know how long this will take.**

GETTING MORE INFORMATION

25. Are more details available?

Yes. You can visit [**WEBSITE**], where you will find the Court's Memorandum and Order granting class certification, the First Amended Class Action Complaint that the Plaintiffs submitted, the City of Ferguson's Answer to the Amended Complaint, as well as an Exclusion Request form. You may also speak to one of the lawyers that serve as Class Counsel by calling [**PHONE NUMBER**], or you may call the Administrator at [**INSERT**]. You may also write to the Administrator by writing to: [**INSERT**]. You should also contact the Administrator if you need to update your contact information.

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANT CONCERNING THIS NOTICE OR THIS LAWSUIT.